

**Enrolled Minutes of the Ninety-fourth Regular or Special Meeting  
For the Twenty-Eighth Highland Town Council  
Regular Plenary Meeting  
Monday, July 22, 2019**

*Study Session.* The Twenty-Eighth Town Council of the Town of Highland, Lake County, Indiana met in a regular meeting on Monday, July 22, 2019 6:40 O'clock P.M. in the regular place, the Highland Municipal Building, 3333 Ridge Road, Highland, Indiana.

Pursuant to HMC Section 2.05.130(A)(2), the Town Council considered and reviewed the agenda in an informal proceeding conducted in the anteroom to the plenary meeting room. Once completed the Town Council moved to the plenary meeting room. Silent roll call confirmed that Councilors Bernie Zemen, Mark Herak, Dan Vassar, Konnie Kuiper and Steve Wagner were present and there was a quorum.

During the informal period, in addition to reviewing and discussing the agenda, the Town Council and the Clerk-Treasurer also discussed a authorizing an increase to the monthly fee paid to sponsor a Highland public affairs show on Hammond radio station WJOB. The current fee it was noted is \$200 and the new fee which would add Facebook access to the real time program, is \$250.

The Town Council President, Steve Wagner presided at the plenary meeting. The Town Clerk-Treasurer, Michael W. Griffin, was present to memorialize the proceedings. The meeting was opened with Councilor Dan Vassar reciting the Pledge of Allegiance to the Flag of the United States of America and offering a prayer.

**Roll Call:** Present on roll call were Councilors Bernie Zemen, Mark Herak, Dan Vassar, Konnie Kuiper and Steve Wagner. The Clerk-Treasurer, Michael W. Griffin was present to memorialize the proceedings. A quorum was attained.

**Additional Officials Present:** Rhett L. Tauber, Esq., Town Attorney; John M. Bach, Public Works Director; Peter Hojnicky, Metropolitan Police Chief; Alex M. Brown, CPRP, Superintendent of Parks and Recreation; William R. Timmer, Jr., CFOD, Fire Chief; and Kenneth J. Mika, Building were present.

*Also present:* Larry Kondrat of the Board of Waterworks Directors; and Ed Dabrowski IT Director (Contract) were also present.

*Guests:* Robin Carlascio of the Idea Factory was also present.

**Minutes of the Previous Meetings:** The minutes of the regular plenary meeting of 08 July 2019 were approved by general consent.

**Unfinished Business and General Orders:**

- 1. Proposed Ordinance No. 1701:** An Ordinance to Amend and the Compensation, Benefits and Personnel Program of the Municipality, known as the Compensation and Benefits Ordinance, Commonly Called the Municipal Employee Handbook All Particularly Regarding the Number of Paydays in 2020 and Repealing Prior Ordinances and Enactments in Conflict Therewith, Pursuant to IC 36-1-3 and other relevant Statutes.

Councilor Herak introduced and moved the consideration of Ordinance No. 1701 at the same meeting of its introduction. Councilor Vassar seconded. Upon a roll call vote, a unanimous vote being necessary, there were five affirmatives and no negatives. The motion passed. The ordinance could be considered at the same meeting of its introduction.

Councilor Herak moved the passage and adoption of Ordinance No. 1701 at the same meeting of its introduction. Councilor Kuiper seconded. Upon a roll call vote, a two thirds vote being necessary, there were five affirmatives and no negatives. The motion passed. The ordinance was passed and adopted at the same meeting of its introduction.

ORDINANCE NO. 1701  
OF THE  
TOWN OF HIGHLAND, INDIANA

AN ORDINANCE TO AMEND AND THE COMPENSATION, BENEFITS AND PERSONNEL PROGRAM OF THE MUNICIPALITY, KNOWN AS THE COMPENSATION AND BENEFITS ORDINANCE, COMMONLY CALLED THE MUNICIPAL EMPLOYEE HANDBOOK ALL PARTICULARLY REGARDING THE NUMBER OF PAYDAYS IN 2020 AND REPEALING PRIOR ORDINANCES AND ENACTMENTS IN CONFLICT THEREWITH, PURSUANT TO IC 36-1-3 AND OTHER RELEVANT STATUTES.

WHEREAS, The Town Council is the fiscal and legislative body of the Town of Highland;

WHEREAS, IC 36-1-3-2 confers upon all local units the powers that they need for the effective operation of government as to local affairs;

WHEREAS, IC 36-1-3-6 (b)(1) prescribes that any such exercise of power shall be authorized through enactment of an ordinance passed by the legislative body; and

WHEREAS, IC 36-1-4, sections 14 and 15 provide in pertinent parts for the establishment of a system of employment for any class of employee and for fixing the level of compensation of its officers and employees; and

WHEREAS, IC 5-10 in several pertinent chapters further authorizes Indiana political subdivisions to participate in and provide for certain compensation plans, and group benefits for its public workforce and officers, some of which have been duly adopted and established by ordinance of the Town; and

WHEREAS, IC 36-5, Chapters 3 and 4 provide additional authority and guidelines for fixing the level of compensation of officers and employees in towns; and

WHEREAS, The Town Council has determined that an amendment of a program for compensation, benefits and personnel management for its public workforce, particularly regarding group insurance premiums paid by workers would be of benefit to support and carryout the public purposes of the municipality; and,

WHEREAS, The Town Council of the Town of Highland, as the town legislative body also desires to amend the ordinance that was adopted to fix the compensation of its elected officers, appointed officers and employees of the Town for the year 2019 and thereafter as amended;

WHEREAS, The Town Council now desires to make such an amendments,

NOW, THEREFORE, BE IT HEREBY ORDAINED BY the Town Council of the Town of Highland, Lake County, Indiana, as follows:

**Section 1.** That the established compensation, benefits and personnel program of the municipality pursuant to and consistent with the provisions of the relevant governing law is found and determined to require certain modification;

**Section 2.** That the ordinance, with the short title styled as the "Compensation and Benefits Ordinance" and commonly called Municipal Employee Handbook is hereby amended revising **Section § 4.09** to read as follows:

**§ 4.09 Pay Day**

**§ 4.09.01** All probationary, regular full-time, regular part-time and temporary employees as well as the Clerk-Treasurer shall be paid bi-weekly in a manner set pursuant to IC 36-5-6-6.

**§ 4.09.02** ~~Beginning with the March 14, 2008 pay day,~~ All employees shall only be paid by direct deposit to a checking or savings account as identified by the employee.

**§ 4.09.03** For those payees mentioned in the foregoing subsection §4.09.01, the pay period is hereby defined as bi-weekly. The bi-weekly term for such pay represents the fourteen (14) day period, commencing at 12:01 a.m. Sunday and extending to and concluding on Midnight of the second following Saturday, immediately preceding the week of the scheduled payday. **The beginning date of the biweekly pay period shall be fixed in the wage and salary ordinance, as adopted or amended from time to time by the Town Council.** ~~If a payday falls on a holiday, your payday is then to be determined by the Clerk-Treasurer.~~

**§ 4.09.04** The payday is the first Friday following the end of the preceding pay period as described in the previous subsection, pursuant to IC 22-2-5-1. If a payday falls on a holiday, your payday is then to be determined by the Clerk-Treasurer.

**§ 4.09.04.05** All elected and appointed officers as well as paid-on-call members of the Highland Fire Department shall be paid according to a frequency fixed by state law and ordinance and in a manner set pursuant to IC 36-5-6-6.

**§ 4.09.05.06** All pension or survivors beneficiaries of the 1925 Police Pension Fund, who are receiving a recurring or on-going benefit ~~may shall~~ be paid by direct deposit to be deposited by monthly to the proper savings or draw account as identified by the fund beneficiary. However, benefits outlined in IC 36-8-6-9.8 and IC 36-6-8-20 may be paid in any lawful manner including direct deposit at the option of the beneficiary.

**§ 4.09.06.07** If there is any question concerning your salary or wages, please notify your supervisor as soon as possible to take steps to correct any errors or make adjustments. There will be no advances of wages as it is prohibited under Indiana law. (IC 5-7-3-1.)

**§ 4.09.07.08** Nothing in this Handbook shall be construed to be in derogation of the provisions of IC 36-5-6-6(a)(4).

**Section 3.** That notwithstanding the provisions in Section 4.09 of the Compensation and Benefits Ordinance, effective for fiscal year 2020 only, the following shall apply:

**A.** The pay period beginning on December 13, 2020 and ending on December 26, 2020, which would ordinarily be paid on Friday, January 1, 2021 instead shall be paid not later than Thursday, December 31, 2020;

**B.** All departments with appropriations shall prepare their 2020 budget accounting for this added payday for 2020.

**Section 4.** That amendments adopted by the passage of this ordinance, in its substantive parts shall be compiled into a complete and simplified version, excluding its preambles or formal recitals, featuring a cover and brief narratives regarding the municipality and inserted in to a presented in handbook or similar form, to be distributed to employees and officers of the municipality and may be referred to as the *Employee Handbook*;

**Section 5.** That this ordinance is to be construed as a companion ordinance complimentary to any ordinance passed from time to time establishing wages and rates of pay and known as the salary ordinance;

- (a) That this ordinance shall be effective to the extent that it is not in conflict with Federal or State law;
- (b) That all other ordinances and resolutions related to the subject matter of this ordinance and not in conflict with its provisions, and the enabling instruments dealing with wellness programs, remain in full force and effect;
- (c) That all other ordinances and resolutions in conflict with the provisions of this ordinance are hereby repealed and have no further force or effect;

**Section 6.** That this ordinance shall become and remain in full force and effect from and after the date of its passage and adoption upon its signature by the executive as attested thereto by the clerk-treasurer, in the manner prescribed by IC 36-5-2-10(a).

Introduced and Filed on the 22<sup>nd</sup> day of July 2019. Consideration on same day or at same meeting of introduction experienced a vote of 5 in favor and 0 opposed, pursuant to IC 36-5-2-9.8.

**DULY ORDAINED and ADOPTED** this 22<sup>nd</sup> Day of July 2019 by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

**TOWN COUNCIL of the TOWN of  
HIGHLAND, Lake County, INDIANA**

/s/ Steven Wagner, President (IC 36-5-2-10)

Attest:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

2. **Resolution No. 2019-27:** A Resolution Approving an Interlocal Cooperation Agreement between the Incorporated Town of Highland and the School Town of Highland for the Utilization of School Resource Officer Program Services.

Councilor Herak moved the passage and adoption of Resolution No. 2019-27. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The resolution was adopted.

TOWN OF HIGHLAND  
TOWN COUNCIL RESOLUTION No. 2019-27

**A Resolution Approving an Interlocal Cooperation Agreement between the Incorporated Town of Highland and the School Town of Highland for the Utilization of School Resource Officer Program Services**

**WHEREAS**, Indiana Code 36-1-7-1, et seq., allows local government entities to make the most efficient use of the powers by enabling them to mutually utilize services for the mutual benefit of each other; and

**WHEREAS**, The Incorporated Town of Highland and the School Town of Highland, Lake County, Indiana are municipal corporations empowered by the aforesaid Interlocal Cooperation Act, as amended, with authority to contract with each other on a basis of mutual advantage so as to better provide public services and facilities at a shared cost; and

**WHEREAS**, The Incorporated Town of Highland and the School Town of Highland desire to enter into a joint agreement pursuant to IC 36-1-7-1, et seq., to provide for the ability and flexibility to obtain for the Highland Students certain gang resistance training, a heightened law enforcement presence in the local public schools as well as other related services for the mutual benefit of the participating entities, and at a shared cost,

**NOW, THEREFORE BE IT RESOLVED**, by the Town Council of the Town of Highland, Lake County as follows:

**Section 1.** A joint agreement, a copy of which is attached and incorporated herein by reference, among and between the Incorporated Town of Highland and the School Town of Highland entered into by the Town of Highland by and through its Town Council, this **22<sup>nd</sup> Day of July 2019** is hereby authorized and approved in each and every respect.

**Section 2.** The purpose of this agreement is to authorize and allow the Town Council of the Town of Highland and the School Board of Trustees to act as a joint board of the two participating entities to mutually support and utilize certain specified services associated with the **School Resource Officer Program** for the mutual benefit of the participating entities at shared costs.

**Section 3.** The Clerk-Treasurer of the Town of Highland is hereby authorized to execute the duties related to the payment, collection and accounting for all moneys of this joint undertaking, pursuant to the terms of this agreement, in a manner that is mutually acceptable with the duly constituted and acting business official of the School Town of Highland.

**Section 4.** The governing boards of the participating entities may be convened as a joint board, or may act as a joint board at separate meetings of the respective governing bodies of the participating entities in which the entities concur.

**Section 5.** The governing boards of the participating entities may create a committee comprised of representatives from both participating entities or may designate a single individual from each of the participating entities, which may perform such administrative ministerial duties as the joint board may direct and the agreement may provide.

**Section 6.** The President of the Highland Town Council and the Clerk-Treasurer are hereby authorized to execute the joint Interlocal Governmental Agreement with their signatures and any additional documents in order to implement the agreement.

**Section 7.** This agreement shall be effective as indicated in and pursuant to its provisions, after the agreement has been authorized and approved by each of the participating entities, evidenced by passage and adoption of a similar Resolution all pursuant to I.C. 36-1-7-2.

**Section 8.** That upon its approval, this agreement repeals the agreements governing the school resource officer program, the first adopted January 17, 1997 and its succeeding agreements.

**Section 9.** That before this agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

**Duly Adopted** by the Town Council of the Town of Highland, Lake County, Indiana, this 22<sup>nd</sup> day of July 2019. Having been passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of  
HIGHLAND, INDIANA

/s/Steven Wagner, President (IC 36-5-2-10)

Attest:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer (IC 33-42-4-1; IC 36-5-6-5)

#### INTERGOVERNMENTAL AGREEMENT

This Interlocal Governmental Agreement made and entered into in accordance with I.C. 36-1-7 by and between the TOWN OF HIGHLAND (hereinafter called "Town") and the SCHOOL TOWN OF HIGHLAND (hereinafter called "School Town"), both municipal and corporations organized and operating under the laws of the State of Indiana.

#### WITNESSETH THAT:

**WHEREAS**, The Town desires to provide a Town of Highland Police Officer to the School Town to serve in the capacity as School Resource Officer to instruct both the G.R.E.A.T. curriculum and the Officer Friendly program, and to perform other related duties.

#### THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Town agrees to provide to the School Town the service of one (1) Highland police officer to serve as a School Resource Officer. The purpose of the School Resource Officer will be to minimize the potential for hate crimes/bullying, alcohol and drug-related use, gang-related activities, and disruption and/or criminal behavior in and around schools, such as theft, vandalism, truancy, etc. in the most effective and efficient manner possible. Said officer, who shall remain an employee of the Town, shall provide services as presented in a School Resource Officer Job Description, a copy of which is on file with the Town and the School Town. Said job description may be amended from time to time by a written amendment to this Agreement signed by representatives of both parties.

2. In consideration of the same, the School Town agrees to pay for said services in accordance with the terms of this Agreement the amount of **\$78,190.32 for a period of 180 days** during the **2019-2020** school year. The basis for said compensation to the Town is presented as an exhibit to this agreement incorporated herein by reference. The School Town's compensation shall be paid in two (2) equal installments, as follows:

- (A) the first being due on or before December 31, 2019;
- (B) the second payment being due on or before June 30, 2020.

3. The Clerk-Treasurer of the Town shall be authorized to execute the duties of receiving payments from the School Town as described in paragraph two (2) and of disbursing and accounting for all such monies in a manner consistent with the terms of this Agreement.

4. The School Resource Officer will be assigned on a full-time basis to the School Town the equivalent of up to one hundred eighty (180) days during the school year. The School Town will only be financially responsible for the equivalent number of days actually worked by the School Resource Officer.

5. The School Resource Officer will wear clothing that will easily identify him or her as a police officer.

6. The School Resource Officer will not take personal time off when school is in session. If sick, he must notify the receptionist at the School Town Administration Center. A substitute may be assigned subject to mutual approval of the Police Chief and the School Superintendent.

7. Lunch must be eaten in a School Town cafeteria unless prior arrangements have been made with the Superintendent/designee.

8. The Town will assume all costs and responsibility of initial and ongoing training associated with the School Resource Officer position. Any vehicle or additional equipment or expenses necessary for the program shall be paid for by the Town.

9. The Town shall be responsible for selecting the police officer to serve as the School Resource Officer, subject to the consent and approval of the School Town. The School Town has final authority on the content of all instructional materials used by the School Resource Officer.

10. The administration of the terms of this Agreement shall supersede any previous Agreement and shall be accomplished through the Superintendent of the School Town or designee and the Chief of Police or designee.

11. Any other provision of this Agreement to the contrary notwithstanding this Agreement may be changed or modified only with the written consent of both parties.

12. All notices or communications provided herein shall be in writing and delivered either in person or via certified or registered United States mail, return receipt requested, and with the proper postage prepaid, addressed to the party for whom such notice or communication is intended.

13. Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portion or provisions shall not be affected thereby.

14. No failure or delay in performance of the executed service Agreement by either party shall be deemed to be a breach when such failure or delay is occasioned by or due to any Act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated above or otherwise, not within the control of the party claiming suspension, actually provided that no cause or contingency shall relieve the School Town of its obligation to make payment for the services of the School Resource Officer programs actually provided by the Town.

15. This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

16. Before this agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded; the agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I. C.36-1-7-6.

**Participant Counterpart**

**EFFECTIVE DATE.** This agreement shall be effective after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C.36-1-7-2.

**IN WITNESS WHEREOF,** the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

**TOWN OF HIGHLAND, INDIANA**  
3333 Ridge Road, Highland, Indiana 46322

Through its Town Council

By: /s/ Steven Wagner, Town Council President

Attest:

/s/ Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer

Participant Execution Date:22 July 2019

Approved as to Legality and Form:

\_\_\_\_\_  
Rhett L. Tauber, Attorney

**Participant Counterpart**

**EFFECTIVE DATE.** This agreement shall be effective after the same has been ratified by each of the participating entities by Ordinance or Resolution all pursuant to I.C. 36-1-7-2.

**IN WITNESS WHEREOF, the** parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

**SCHOOL TOWN OF HIGHLAND, INDIANA**  
9145 Kennedy Avenue, Highland, Indiana 46322

Through its Board of Trustees

By: \_\_\_\_\_  
Patrick Krull, President

Attest:

\_\_\_\_\_

Robert Kuva, Secretary

Participant Execution Date: \_\_\_\_\_

Approved as to Legality and Form:

\_\_\_\_\_  
 Rhett L. Tauber, Attorney

**Assumed Cost for School Resource Officer  
 2019-2020  
 Exhibit**

<b>Salary</b>	<b>2019</b>	<b>2020</b>
Base Salary 1st Class Patrol Officer	\$63,408.02	\$65,846.79 ***
Assigned officer's longevity	\$1,497.60	\$1,601.60 #
One Time Pay Premium		
<b>Subtotal:</b>	<b>64,905.62</b>	<b>67,448.39</b>
<b>Benefits</b>		
Medical Insurance (Family coverage)	\$25,683.84	\$28,252.22 **
Employer Contribution to Health Savings Account	\$2,892.00	\$2,892.00
Dental Insurance	\$1,357.08	\$1,357.08
Life Insurance (.186 per \$1000 of gross payroll, up to \$50k)	\$111.60	\$111.60
Dependent life insurance coverage (\$1.50/mo)	\$18.00	\$18.00
Medicare	\$941.13	\$978.00
Employer Contribution to PERF	\$13,076.98	\$13,076.98 ***
Workers Compensation Insurance (2.00/\$100 salary)	\$1,298.11	\$1,348.97
Law Enforcement Liability Insurance (no discrete premium)		
<b>Subtotal Benefits:</b>	<b>\$45,378.74</b>	<b>\$48,034.85</b>
<b>Grand Total:</b>	<b>\$110,284.36</b>	<b>\$115,483.24</b>

Instruction Days: 180  
 School Year Days: 260

\*\* Assumes a 10% increase  
 (Actual 2019 increase was 16%)

	<b>2019</b>	<b>2020</b>
<i>Daily rate based upon 260 days</i>		
	<b>\$ 424.17</b>	<b>\$ 444.17</b>

*School Compensation for 2019-2020 School Year:*

<b>FIRST SEMESTER:</b> 2019 Days Students are in School = 88 based upon school calendar		
Daily rate: $(\$110,284.360/260) = \$424.17$	Semester 1:	<u>\$ 37,327.02</u>
<b>SECOND SEMESTER:</b> 2020 Days Students are in School = 92		
Daily rate: $(\$115,483.24/260 = \$444.17)$	Semester 2:	<u>\$ 40,863.30</u>
<b>*** PERF PUBLIC SAFETY Employer is 17.5%</b>	<b>School Total:</b>	<b>\$ 78,190.32</b>
<i>on the 1st Class Patrol Officer plus 20 years longevity</i>		
1st Installment Due by December 31, 2019:		<b>\$ 39,095.16</b>
2nd Installment Due by June 30, 2020:		<b>\$ 39,095.16</b>

\*\*\*\* The Town Council will approve a 27th pay for 2020  
 No change in the basic bi-weekly salary is contemplated in this initial calculation

3. **Authorizing the proper officer to publish legal notice of a public hearing:** Public Hearing to consider additional appropriations in the amount of \$30,000 in the **Public Safety Income Tax Fund.** (Formal Notice to be developed.)

Councilor Herak moved to authorize the proper officer to publish legal notice as indicated. Councilor Kuiper seconded. Upon a roll call vote, there were five

affirmatives and no negatives. The motion passed. The proper officer was authorized to publish the notice as indicated.

**Comments or Remarks from the Town Council:**  
*(For the Good of the Order)*

- **Councilor Bernie Zemen:** *Chamber of Commerce Co-Liaison • IT Liaison • Liaison to the Board of Waterworks Directors • Liaison to the Community Events Commission.*

Councilor Zemen acknowledged the Building Commissioner who offered a survey of the Plan Commission matters that were pending.

**Councilor Dan Vassar:** *Liaison to the Park and Recreation Board.*

Councilor Vassar acknowledged the Parks and Recreation Superintendent offered a survey of the parks and recreation programs underway and its hosting of tournaments.

The Parks and Recreation Superintendent also noted that a national Skate Board pro event was slated to be hosted at the skate park at Sheppard Memorial Park on Saturday, July 27, 2019 at 10:00 a.m.

With leave from the Town Council, Councilor Vassar engaged in a colloquy regarding the progress and status of the remediation work to the natural line replacement sites by NIPSCO particularly at LaPorte Street.

- **Councilor Mark Herak:** *Budget and Finance Chair • Liaison to the Board of Sanitary Commissioners • Town Board of Metropolitan Police Commissioners, Liaison.*

Councilor Herak expressed happy birthday sentiments to Councilor Zemen (July 31) and the Clerk-Treasurer whose birthday is August 1.

Councilor Herak acknowledged the Public Works Director who reported on projects that were to be funded by the community crossings grant and other projects underway. He further reported on the status of the rate discussion with the Hammond Sanitary District as well as the status of the Indian Department of Environmental Management (IDEM) review of the fiscal capacity analysis submitted by the Highland Sewage works as part of the on-going EPA consent decree discussion.

Councilor Herak acknowledged the Police Chief who expressed thanks for authorizing the public hearing on the additional appropriation in the Public Safety LIT Fund that if adopted, would support the purchase of a new public safety camera.

- **Councilor Konnie Kuiper:** *Fire Department, Liaison • Chamber of Commerce Co-Liaison.*

Councilor Kuiper acknowledged the Fire Chief who reported that the Fire Department assisted Town of Cedar Lake with a recent incident as part of a multi-departmental response.

- **Councilor President Steve Wagner:** *Town Executive • Chair of the Board of Police Pension Trustees • Advisory Board of Zoning Appeals Liaison.*

The Council President acknowledged the Building Commissioner who offered a survey of matters pending before the Advisory Board of Zoning Appeals.

**Comments from Visitors or Residents:**

1. Mr. Rick Volbrecht, 9221 Parkway Drive, Highland, stated he had reviewed the most recent political action committee filing associated with the late Lincoln Community

Center Referendum. Mr. Volbrecht further noted that as of the filing he reviewed, the Committee for a Better Lincoln Community Center, the PAC advocating for a yes vote on the referendum, still had an outstanding liability of \$3,200 to Idea Factory. He further noted that no park board or no town council member had contributed. Mr. Volbrecht stated he offered this as information and not as a question requiring a response.

2. Larry Kondrat, 8115 4<sup>th</sup> Place East, Highland, stated that Hillside Funeral Home, co-owned by Councilor Konnie Kuiper, had not made water retention changes as required by the Plan Commission. Mr. Kondrat asked whether any fines or enforcement action was underway to bring the property into compliance.

The Town Council President indicated that he understood that Councilor Kuiper was working on bringing the property into compliance. Councilor Kuiper denied that his funeral home development was causing any excessive run-off to the nearby properties.

**Payment of Accounts Payable Vouchers.** There being no further comments from the public, Councilor Vassar moved to allow the vendors accounts payable vouchers as filed on the pending accounts payable docket, covering the period July 9, 2019 through July 22, 2019 and to ratify the payroll docket for the payday of July 05, 2019. Councilor Zemen seconded. Upon a roll call vote, there were five affirmatives and no negatives. The motion passed. The accounts payable vouchers for the vendor docket were allowed, payments allowed in advance were ratified, and for all remaining invoices, the Clerk-Treasurer was authorized to make payment.

**Vendors Accounts Payable Docket:**

**General Fund, \$230,647.21; Motor Vehicle Highway and Street (MVH) Fund, \$41,474.96; Local Road and Street Fund, \$260,266.25; Law Enforcement Continuing Education and Training and Supply Fund, \$1,525.41; Corporation Bond and Interest Fund, \$424,000.00; Information Communications Technology Fund, \$7,453.98; Solid Waste District Grant Fund, \$64,388.72; Special Events Non Reverting Fund, \$647.24; Police Pension Fund, \$69,700.82; Municipal Cumulative Capital Development Fund, \$1,642.00; Traffic Violations and Law Enforcement Agency Fund, \$11,500.00; Gaming Revenue Sharing Fund, \$27,995.44; Public Safety Local Income Tax Fund, 500,000.00; Economic Development Local Income Tax Fund, \$600,000.00; Total: \$2,241,242.03**

**Payroll Docket for payday of July 5, 2019:**

**Council, Boards and Commissions, \$0.00; Office of Clerk-Treasurer, \$15,419.64; Building and Inspection Department, \$7,549.87; Metropolitan Police Department, \$128,033.78; Fire Department, \$3,809.68; Public Works Department (Agency), \$71,273.02; and Police Pension, \$0.00. Total Payroll: \$226,085.99.**

**Adjournment of Plenary Meeting.** Councilor Vassar moved that the plenary meeting be adjourned. Councilor Zemen seconded. Upon a vote *viva voce*, the motion passed. The regular plenary meeting of the Town Council of Monday, July 22, 2019 was adjourned at 7:10 O'clock p.m.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer

Approved by the Town Council at its meeting of \_\_\_\_\_, 2019.

Michael W. Griffin, IAMC/MMC/CPFA/CPFIM/CMO  
Clerk-Treasurer